

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
Case No. 3:22-cv-140-MOC-DSC**

TAMI BRUIN, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

BANK OF AMERICA, N.A.,

Defendant.

STIPULATION

Pursuant to Rule 15(a)(2) of the Rules of Civil Procedure, Plaintiff and Defendant Bank of America, N.A., (“BANA”) (collectively, the “Parties”) stipulate to the filing of the First Amended Complaint by Plaintiff in this matter, pursuant to the Settlement Agreement filed by the Parties, to amend Eline Barokas as a plaintiff in this matter and limit the transfers at issue to first-party transfer fees.

WHEREAS, the Parties further stipulate that in light of the concurrently filed Motion for Preliminary Approval of Settlement, no answer or response to the First Amended Complaint by BANA is required unless the Settlement Agreement is terminated, and that BANA shall not be regarded as having admitted or denied any allegations asserted against it;

WHEREAS, the Parties further stipulate that BANA retains all rights regarding any defenses, including on the statute of limitations, that it had as of June 30, 2023;

WHEREAS, the Parties stipulate that BANA reserves and preserves all of its defenses and claims related to the Action, including the First Amended Complaint, which it may assert if the Settlement Agreement is terminated, and that BANA shall have sixty (60) days from the date of termination of the Settlement Agreement to file its response to the First Amended Complaint.

THEREFORE, subject to the above, the Parties stipulate that Plaintiff may and will file such an Amended Complaint on September 11, 2023.

Dated: September 11, 2023

By: /s/ Bradley R. Kutrow

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Dated: September 11, 2023

By: /s/ David M. Wilkerson

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CERTIFICATE OF SERVICE

The undersigned certifies that, on September 11, 2023, the foregoing was filed electronically. Notice of this filing will be sent to all parties, via their counsel of record, by operation of the Court's electronic filing and docketing system.

/s/ David M. Wilkerson